

5. Publisher agrees that it will not use and will not publish any listing or information which Publisher has been advised by the Telephone Company, or otherwise has reason to know is incorrect or incomplete, and Publisher hereby releases the Telephone Company from any liability for damages due to errors or omissions in the listings.

6. The listings furnished by the Telephone Company, and utilized by Publisher for the purpose stated herein shall remain the property of the Telephone Company and shall be returned after use upon request. The license granted herein shall be non-assignable, and Publisher shall not have the right to sublicense or permit any other publisher or person to use the listings or any information extracted therefrom for any reason or purpose. Publisher shall take appropriate measures to guard against any unauthorized use of the listings, whether by Publisher, his agents and employees, or by others, and any unauthorized use shall be deemed a material breach of Publisher's license and obligation hereunder and shall entitle Telephone Company to terminate this Agreement forthwith and without notice and seek such other legal remedies as are available.

7. Subject to the provisions of this paragraph, Publisher shall indemnify, defend and hold the Telephone Company harmless against any liability (including costs, expenses or reasonable attorney's fees) arising out of any demand, claim, or cause of action (whether groundless or otherwise) related to the Telephone Company's supplying of the listings under this Agreement or Publisher's use of said listings.

8. Publisher shall furnish without charge to the Telephone Company, within one month after publication, two copies of Publisher's Directory.

9. The Parties agree to conduct their respective businesses so as to avoid confusion, by members of the general public and any others who deal with either Telephone Company or Publisher. As to the separate and independent identity of Telephone Company's and Publisher's respective directories, sales canvasses, advertising and billing, it is further agreed that:

a. Neither Telephone Company nor Publisher will make any representation to the public, prospective advertisers or others, express or implied, written or oral, which would leave the impression that Publisher (and its publications) is the same as, a part of, or associated with Telephone Company, or is licensed by the Telephone Company in any manner to canvass for or publish any type of telephone directory in the name of Pigeon Telephone Company, or use, except as herein authorized, Telephone Company's directory listings.

b. Publisher shall not publish its directory in such form as may tend to cause or create confusion or identification with the Telephone Company's directories, and further, Publisher agrees that Publisher, its employees, agents or representatives will not use any advertisement, order form, billing invoice, stationery, promotional material, directory covers, or any other material or device which would tend to create or imply an association with or sponsorship by the Telephone Company or any of its affiliates.

c. Publisher will not word the names of Publisher's directories in any manner which would tend to indicate that they are Telephone Company's telephone directories, and in this connection Publisher will use its own and/or an affiliate's name (in full or in part) as a part of the official name to be placed on the cover of each of its directories and will use such official name in all of its advertising, canvassing, and billing for such directories, and in no event shall Publisher name or designate any of its directories by using only a geographical or trade area followed by the words "Telephone Directory."

d. Publisher will not reproduce, photocopy or use any stock graphic cuts or filler materials or text in the classified portion (or in any other part) of Publisher's Directory which are proprietary to the Telephone Company and used by Telephone Company in its directories without Telephone Company's separate prior written approval.

10. Nothing in this Agreement nor elsewhere shall give the Publisher any exclusive right to the use of the listings and the Telephone Company shall be free at any time to grant similar licenses to others, under the same or different terms and conditions, as the Telephone Company in its sole discretion may determine.

11. Nothing in this Agreement nor elsewhere shall limit or proscribe in any way the format, content and scope of the Telephone Company's listings or any other Telephone Company listings now being published by the Telephone Company or to be published in the future; and further, the Telephone Company expressly reserves the right to publish the listings and any other Telephone Company listings in such format, content, scope and at such intervals as it, in its sole discretion, may determine.

12. It is expressly acknowledged and agreed by the Publisher that the remedy at law for any material breach of the covenants contained in this Agreement may be inadequate, and in recognition thereof, it is agreed that the Telephone Company shall be entitled to injunctive relief, without bond, upon finding by a court of competent jurisdiction of a material breach of any provision of this Agreement by the Publisher, which relief shall be in addition to, and not in derogation of, any other remedies which may be available to the Telephone Company as a result of any material breach by Publisher of any provision of this Agreement.

13. This Agreement shall continue in effect until May 20, 1997, unless sooner terminated by either party as provided herein. Either party may terminate this Agreement on sixty (60) days written notice to the address shown below, such notice period to commence on date of mailing. If, however, either party shall violate any material provision of the Agreement, the non-offending party may terminate the Agreement forthwith and without notice, but failure of the such party to enforce or insist upon compliance with any provision of this Agreement shall not constitute a general waiver thereof.

14. This Agreement shall be construed according to the laws of the State of Michigan.

15. All notices required to be sent to the Telephone Company under the terms of this Agreement shall be addressed to 7585 W. Pigeon Rd., P. O. Box 650, Pigeon, MI 48755, or such other locations as may be designated in writing by the Telephone Company. All such notices required to be sent to the Publisher under the terms of this Agreement shall be addressed in care of Community Directory Publishing Service, Inc., 3054 Cass Road, PO Box 879, Traverse City, MI 49685-0879 or such other locations as may be designated in writing by the Publisher.

Pigeon Telephone Company

Signed: Neal B. Eichler

Name: Neal B. Eichler

Title: Vice President

Comm Dir Publishing Service, Inc

Signed: Scott McLean

Name: Scott McLean

Title: Agent As Amended



PARTNERS IN PUBLISHING

## AMENDMENT "A"

Agreement must read between "Telephone Company", and Noverr Publishing, Inc., an Affiliate of CDPS, whose address is 5311 Clyde Park Avenue, SW, Grand Rapids, Michigan 49509, herein referred to as "Publisher".

A handwritten signature in black ink, appearing to read 'J. W. McLean', is written over a horizontal line.

PUBLISHER - AGENT

Director - Client Services

TITLE

6/5/97

DATE



# SunShine Pages

November 5, 1997

Mr. Larry Angove  
President  
Association of Directory Publishers  
78 South Street  
P. O. Box 157  
Wrentham, MA 02093

Dear Larry:

I write to update you on our status with the local exchange carriers with whom we have business dealings. I also enclose our licensing agreements which detail our contractual relationships.

## 1. Louisiana

In our four Louisiana directories, we must purchase our listings from BellSouth pursuant to a tariff filed with the Louisiana Public Service Commission. We presently pay four cents per base file listing. However, we feel this price is outrageous because BellSouth representatives have previously testified that this price provides them a 1300% profit margin. We purchase these listings as a geographic set by NNX prefix on an annual basis when we publish each directory.

Until October 1, 1997, the only viable method by which we could get updated listings for these directories was the Weekly Business Activity Reports ("WBAR"). These listings are important to us because they supply information for directory deliveries. More importantly, WBAR listings give us lead information for new advertisers. In order for our directory to maintain its critical mass of information, it is imperative for us to have access to this information.

The charge for the WBAR has traditionally been \$.006 per updated listing. In the spring of this year, BellSouth changed the price arrangement. While the cost remains \$.006, a subscriber must purchase the listings for an entire NNX (geographical) area, i.e., on a bundled basis. While our cost was formerly a few hundred dollars a month, it is now a few thousand. It is therefore cost prohibitive to subscribe to this service. We had to cancel this critical service because of the change in cost.

BellSouth revised their tariff to include other update options. These were to become operational on October 1, 1997, but BellSouth has failed to do so. We have ordered these options and been ignored. Further, these options, a Daily Update Option, a Sort Extract Option and a New Connect Report Option, all contain a provision that if you withdraw from service there is an undefined termination fee which is designated to include cost of development but BellSouth gives us no

Tel: 504.832.9835  
Fax: 504.832.9931

3445 N. Causeway  
4th Floor  
Metairie, LA 70002

info@sunshinepages.com  
<http://www.sunshinepages.com>

calculation or cap. Thus, subscription to these services, if they were available, would expose us to unknown and unlimited costs.

Because of these problems with BellSouth on these update issues, we are presently in litigation with BellSouth before the Louisiana Public Service Commission. A December trial date is pending.

## 2. Florida

We presently publish directories in the Martin/St. Lucie area on the West Coast of Florida. The listings for these books are purchased from BellSouth. Our issues are basically the same as they are in Louisiana with regard to pricing and update listings.

We are in litigation with BellSouth over Remote Call Forwarding numbers ("RCFs") in Florida. RCFs allow us to establish exclusive telephone numbers in our directory which "forward" calls to an advertiser's main line. The service, which is contracted through BellSouth, also provides us with the number of calls that were generated exclusively from the telephone directory advertising. By having this empirical evidence of usage, we can prove value and, hence, sell advertising to recapture its investment.

When our first edition was published in March of 1997, we ordered twenty lines to monitor usage of our ads. In April of 1997, without any notice to us, BellSouth disabled the call count feature of the RCF. They severely crippled our ability to market our product at a critical time in our publishing cycle. As a result, we were forced to file an action with the Florida Public Service Commission to protest this anticompetitive activity.

We also publish directories in Sarasota, Manatee County, Venice and Sun City, Florida, areas. The listings would normally be purchased from GTE, the local exchange carrier in that area. However, at a cost of \$.35 per listing, it is cost prohibitive to purchase these listings. This is especially disconcerting when one realizes that the local exchange carriers' cost of providing a listing to a subscriber is certainly less than one cent, according to various studies and testimony in several court proceedings.

## 3. Tennessee

Tennessee is a non-tariffed state. Therefore, we must purchase listings according to a licensing agreement which contains onerous and burdensome conditions regarding base listings and updates. While their price for original listings is the same as in tariffed states such as Louisiana and Florida, they have a much different cost for their update listings. There is a \$100 processing fee per request and there is a charge of \$.09 per listing on an unbundled basis. This results in a significantly lower cost than in the tariffed states where the information is only available on a bundled basis. This certainly demonstrates the arbitrary nature of BellSouth's pricing.

#### 4. Internet

You are aware that we are interested in building our internet telephone directory product. While our white page listings are provided pursuant to a DPDS tariff or licensing agreement that provides a cost per item, BellSouth claims that the internet listings are governed by a Directory Assistance Database System ("DADS") tariff which assesses a cost each time the listing information is accessed by the end user. However, nowhere in the DADS tariff does it mention internet listings. Further, this open ended cost prohibits us from including this product in our directory and directly damages our ability to compete in the global marketplace.

#### 5. Competitive Local Exchange Carrier Listings

Another area of confrontation has been obtaining listings generating from competitive local exchange carriers ("CLECs"). As you may be aware, BellSouth has entered into contractual arrangements with the CLECs which require the CLECs to give listing information of all their subscribers at no cost to BellSouth. While BellSouth has control of this critical listing information at no cost, they have refused to provide us the information at any cost. Rather, BellSouth has referred us to the CLECs to obtain the information. This forces us to engage in onerous contractual negotiations with a significant number of CLECs. More importantly, because we do not have the contractual leverage of BellSouth as the controlling LEC, we are forced to pay a premium price for this necessary information. This posture inures to the benefit of BellSouth and is discriminatory to us and all other independent directory publishers.

While these are our present battles, there are also everyday clashes which constitute harassing conduct by BellSouth. We are the victims of "unexplained" nonfunctional RCF lines, derogatory and defamatory statements by their sales force and other acts of aggression. For all of these reasons, the independent directory industry requests that the Telecommunications Act of 1996 be given the muscle and power to protect the marketplace via implementation of fair and aggressive regulations. Further, we request that such regulations be executed with all due haste. While we have been fighting similar battles on a state level, the results have been inconsistent on a state by state basis as well as a state versus federal basis. We desperately need definitive resolution on a federal level which would protect competition in the marketplace.

Very truly yours,

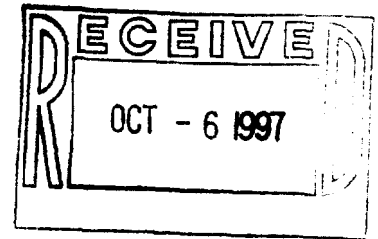


Magdalen Blessey Bickford  
Vice President  
Corporate Counsel

cc: Bill Hammack  
Michael Finn

Enclosures





September 23, 1997

Mr. Larry Angove, President  
Association of Directory Publishers  
105 Summer Street  
Wrentham, Massachusetts 02093

Re: FCC Filings for Section 271 Authority, Louisiana

**Kenneth W. Bickford**  
Director of New Media

Dear Mr. Angove:

In response to your request, I am writing to apprise you and ADP of the specifics regarding the competitive practices of BellSouth in Louisiana, where the SunShine Pages currently publishes four telephone directories.

BellSouth has consistently and steadfastly refused to provide subscriber listings for *any* local exchange customers, other than their own, in *any* of their markets. This, despite the fact that BellSouth has been designated as the "clearinghouse" for all Service Order activity generated by *all* CLECs through the interconnect agreements which every CLEC was *required* to enter into with BellSouth in order to do business here in Louisiana.

In addition, BellSouth has priced its listings under the DPDS tariff at \$.04 cents per listing—despite their own admission to a PUC that providing such listings cost them .003 cents, a 1300% markup. Section 222(e) of the Telecommunications Act of 1997 requires all Local Exchange Carriers to provide SLI at fair and reasonable rates. Certainly, a 1300% markup cannot be considered in any way fair or reasonable.

In addition, BellSouth charges \$2.00 per listing for new connect information, and \$1.50 per listing for updates—without providing any cost study data to support these prices.

Despite their claims, BellSouth continues to reap the benefits of its monopoly franchise in ways which are anticompetitive. As of this point in time, BellSouth has not indicated a willingness to act in a competitive fashion. It is unlikely that this situation will change in the near term.

Yours very truly,

THE SUNSHINE PAGES

KENNETH W. BICKFORD

A large, stylized handwritten signature in black ink, appearing to read "K. Bickford", written over the printed name "KENNETH W. BICKFORD".





# Area Wide Directory Company

---

2241 Valwood Parkway • Farmers Branch, Texas 75234  
(972) 241-5434 • 1-800-325-7049 • Fax: (972) 241-5660

October 24, 1997

Larry Angove, President  
Association of Directory Publishers  
P.O. Box 157  
Wrentham, MA 02093

Dear Mr. Angove:

As an independent directory publisher, I strongly support ADP's efforts to urge the new FCC Commissioners to move forward with the rulemaking on Section 222(e) of the Telecommunications Act

At the present time, we are unable to obtain updated subscriber listings and must rely on the "directory on the street" for our listing base. Previously, we had license agreements with all telcos in our coverage areas. In 1989 GTE revised their License Agreement for the purchase of directory listings. At that time, they discontinued providing updates to their directory listings. In 1992, Southwestern Bell also discontinued supplying us with updates.

The continued discriminatory and anti-competitive practices of Southwestern Bell Telephone Co. and GTE, has had a negative effect on my ability to competitively conduct my business. I am unable to include the most up-to-date listings in my directories.

Once again, let me express my support of your efforts to insure the realization of Congress' intent that listings be made available to all directory publishers. Please call on me if I can be of further assistance to you in this endeavor.

Sincerely,

*Max Burrows*

Max Burrows  
President

**YELLOW PAGE ONE, INC.***the* **#1** CHOICE IN YELLOW PAGES500 W. ALGONQUIN ROAD  
MT. PROSPECT, IL 60056  
(847) 439-8300

November 4, 1997

Mr. Bill Hammock  
ASSOCIATION OF DIRECTORY PUBLISHERS  
78 South Street  
P. O. Box 157  
Wrentham, Ma. 02093

Dear Bill:

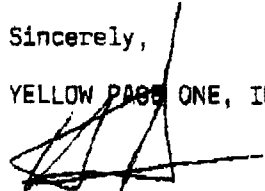
We are having trouble with Sprint Central Telephone Co. in Des Plaines.

They will not sell new connects or updates.

Please see copies of correspondence attached.

Sincerely,

YELLOW PAGE ONE, INC.

  
HARRY F. DUBBS  
President

HFD/jd

Enclosures:

**WE MADE IT LOGICAL, WE MADE IT CONVENIENT...  
WE DO IT BETTER, AND WE SELL IT FOR LESS!**



October 20, 1997

Larry Angove  
President  
Association of Directory Publishers  
78 South Street, PO Box 157  
Wrentham, MA 02093

Dear Sir:

This is in response to your request for information on the subscriber information issue.

Basically our experience is as follows:

1. Over the years, Nynex (now Bell Atlantic) has been very cooperative and we have relatively few complaints. However:

- Nynex does not provide business classification.
- \* • While they will give the daily service orders (which include new businesses), they cost 50 cents each.
- They give us the listing information on 1600 BPI tapes instead of a more modern format.

2. Southern New England Telephone approach to listings places us at a major disadvantage in competing in their markets.

- In the white-page listing they give us, there are no "flags" to indicate whether a listing is residential or business/professional.
- SNET does not give us classification information or information on new businesses.

- \* • They will not give us periodic updates.
- It costs us over 30 cents per listing for every listing we use because we have to purchase a complete new tape every year.

3. Frontier has told us that "they are not in the business of selling listings". This is reflected in their approach to listings. As in the case of SNET:

- There are no flags in the listings they make available;
- They do not give us classification information or information on new businesses;
- \* • They do not make updates available;
- The cost per listing is very high.

As I'm sure you know, the telcos have erected hurdles to keep from having to give us the information we need. For example, SNET says they can not give us flags because they do not have flags in their own data base. They say the company who sells their yellow pages has its own data base and they are under no obligation to give it to us.

In summary, listings are not a major problem for us because we get most of our listings from Nynex. However, the approach taken by SNET and Frontier places us at a competitive disadvantage and makes it unattractive for us to expand in their markets.

Yours sincerely,



Cecil J. North, Jr.  
President

CJN/m

FROM :

PHONE NO. :  
8508373317 KATHLEEN REYNOLDS PH

Oct. 15 1997 02:50PM P4

Joseph M. Scheyd, Jr. P.A.

ATTORNEY AT LAW  
505 MAIN STREET  
DESTIN, FLORIDA 32541  
TEL: (850) 837-1171  
FAX: (850) 837-3317

VIA FACSIMILE TRANSMISSION  
(508) 384-0837

October 14, 1997

Mr. Larry Angove  
78 South Street  
Wrentham, Massachusetts 02093

RE: October 9, 1997 Time-Critical Request

Dear Mr. Angove:

I am writing on behalf of Destin Directory, Inc. located in Destin, Florida, and its major shareholder, Ms. Teresa Abraham. In response to your letter, Ms. Abraham, although not a member of your Association, would like to respond to your specific request for information regarding treatment from the telecommunications carrier located in the panhandle of Florida.

Specifically, I am referring to Sprint-Centel. I will respond to each question in your letter in the order presented.

1. Are any telcos refusing to sell you subscriber listing information? Yes. Sprint-Centel.

2. Are you able to obtain name, address, number and business classification from those who will sell? If not, what is being denied? Destin Directory is being denied the opportunity to purchase. Therefore, Destin Directory cannot obtain names, addresses or business classifications.

3. What listing costs are you paying? Are the costs non-discriminatory and reasonable? If not, give specific examples and mail copies of the license agreements or tariffs. In recent past, Destin Directory has paid between \$.05 and \$.35. However, in the opinion of Destin Directory, these costs are exorbitant because they far exceed costs to maintain the database borne by Sprint-Centel. As for license agreements, Destin Directory cannot provide same because they have not been provided to Destin Directory even though requested.

4. Are you able to obtain updates? On a reasonable schedule? For both businesses and residential subscribers? Ins, outs and changes? Costs? Non-discriminatory and reasonable? No. Sprint-Centel has endeavored to explain the lack of providing updates in any way, shape or form because of their lack of the technology to do so. In fact, the failure to provide ins, outs and changes results in additional costs to Destin Directory which

FROM :

PHONE NO. :  
8508373317 KATHLEEN REYNOLDS PA

Oct. 15 1997 02:50PM P5  
205 P05 Oct 15 '97 02:10

Mr. Larry Angove  
October 14, 1997  
Page "2"

Destin Directory feels Sprint-Centel is acutely aware. Further, the customer's business classifications sometimes suffer due to the lack of updated information.

5. Are you able to obtain anonymous new connect or changed addresses for purposes of directory delivery? No. Again, Sprint-Centel urges that they do not have the technology to provide same.

6. Are listing available on an unbundled basis? Are you required to license the listings for a larger geographic area than you need? Although Destin Directory has requested only four (4) exchanges in the past, Sprint-Centel has provided a mag tape including substantially more numbers than that requested. As a result, Destin Directory has been forced to hire an extractor to separate the exchanges requested from those not needed. However, Sprint-Centel, while fully aware that Destin Directory needed only four (4) exchanges, has consistently invoiced Destin Directory for the entire geographic area included on the mag tape.

7. Have you ever been subjected to any threats and/or legal actions, or suffered any other abusive, anti-competitive and/or discriminatory acts, on the part of SLI providers? Yes. During the past two (2) years of business of with Sprint-Centel a number of problems have occurred. Specifically:

(a) While representing that they were providing exchange numbers on an unbundled basis, Sprint-Centel provided a menagerie of errors, including unpublished numbers, together with deletions of established published numbers. This incident alone resulted in negative publicity for Destin Directory on the front page of the local newspaper.

(b) Sprint-Centel provided Destin Directory with a mag tape ostensibly containing telephone listings which had been run over by a vehicle.

(c) Sprint-Centel has explained deleted valid phone numbers by stating that they were overlooked by the Sprint-Centel vendors.

(d) Sprint-Centel has repeatedly charged Destin Directory for business roll-over lines; and

(e) Finally and most importantly, while Destin Directory has only recently received a valid invoice for 1996 listings used, Sprint-Centel has made veiled threats to Destin Directory for collection and legal action despite the fact that no invoice had



FROM :

PHONE NO. :  
8508373317 XH1P2224 RETIREDUS FR

Oct. 15 1997 02:51PM P6  
200 10 37 33.12

Mr. Larry Angove  
October 14, 1997  
Page "3"

been received by Destin Directory. While Sprint-Centel acknowledged that Destin Directory acknowledged that Destin Directory should have only invoiced for approximately 13,000 listings, over a period of 10 months, Sprint-Centel invoiced Destin Directory for in excess of 80,000 listings.

8. What impact have the above had on your ability to competitively do business? In fact, Destin Directory's existence depends largely on Sprint-Centel and its arbitrary decision making. As to its competitiveness, Destin Directory cannot know from one year to the other how competitive it will be until such time as the rules required under the Telecommunications Act of 1996 are strictly observed by the SLI providers.

I trust this information will prove helpful. Should you have any questions, please feel free to give me a call.

Sincerely,

  
Joseph M. Scheyb, Jr.

JMSjr:tjd

cc: Teresa Abraham



**AMERITECH DIRECTORY PUBLISHING  
LISTING LICENSE AGREEMENT**

This Agreement entered into as of the 24 day of Sept, 1997, between **Ameritech Information Industry Services**, a division of Ameritech Services, Inc., whose principal place of business is 2000 W Ameritech Center Drive, Hoffman Estates, Illinois 60196-1025, on behalf of and as agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin (each said Company shall be referred to individually and collectively hereinafter as "Ameritech") and **Midwest Directories, Inc.**, whose principal place of business is 1401 Cranston Road, Beloit, Wisconsin 53511 ("Licensee").

**WITNESSETH:**

WHEREAS, Ameritech to the extent permitted by law, is the owner of all right, title and interest in and to certain name, address and telephone number information of its residential and business telephone service subscribers ("Listing Information"); and

WHEREAS, Licensee desires to obtain the Listing Information which appears in one or more Ameritech Directory or Directories, for use in compiling, producing, publishing, and/or delivering a published directory in Licensee's name ("Licensee Directory"); and

WHEREAS, Ameritech is willing to license the right to use Listing Information to Licensee strictly pursuant to the provisions of this Agreement and for no other purpose.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**ARTICLE ONE - LISTING REQUESTS**

- 1.0 Licensee may, from time-to-time, during the term of this Agreement obtain from Ameritech Listing Information subject to the considerations stated herein. Such Listing Information shall be current as of the date of extraction from Ameritech's listing system.
- 1.1 All requests for Ameritech Listing Information supplied to Licensee pursuant to this Agreement shall be provided upon the submission by Licensee of an appropriate "Request for Listing Information" form, the current sample of which appears as Appendix A, attached hereto and incorporated herein ("Request").

- 1.2 Each Request shall specify the Listing Information requested according to either the Exchange Areas, zip code area or community and shall include the format in which such Listing Information shall be furnished. Requests for listings that are the property of a local exchange carrier other than Ameritech shall be submitted pursuant to Section 2.4. For purposes of this Agreement, "Exchange Area" means the central office serving area represented by the first three digits of an telephone exchange within an area code.
- 1.3 Each Request shall be subject to appropriate license fees and other charges as set forth in Article 3 herein. Any Request submitted by Licensee for a Base File only (as defined in Appendix B) shall be subject to a minimum charge of three hundred fifty dollars (\$350).
- 1.4 Each Request shall be provided to Ameritech no later than thirty (30) calendar days prior to the date by which Listing Information and related Additional Services are scheduled to be provided to the Licensee. It shall contain the name of the licensee's Directory, the publication date, Additional Services, if any, the date mutually agreed upon for provision of same to Licensee ("Provision Date") and identification specifications for the requested Ameritech Listing Information.

## ARTICLE TWO - LICENSE

- 2.0 Subject to the provisions of this Agreement, Ameritech grants to Licensee during the term of this Agreement a non-exclusive, non-transferable License for use of Listing Information provided pursuant to each Request, such use to be limited to the compilation, production, publication and distribution of the Licensee Directory identified in the particular Request. This License Agreement applies to and is effective only to those listings contained in Ameritech's records with respect to business and residence customers and excludes all non-published and non-listed telephone numbers. If Updates are requested then the listed name, address and old telephone number of the listing that transfers from a listed number to a non-published or non-listed number will be included. The non-published or non-listed telephone number will not be provided. If Updates or New Connect information is requested for Residential Listings then the street address, city, state and zip code are provided for non-published and non-listed numbers for directory delivery purposes.
- 2.1 Licensee agrees not to use or publish any lists or Listing Information which it has been advised by Ameritech or otherwise has reason to know is incorrect or incomplete.
- 2.2 Ameritech reserves the right to make changes in the form, content or scope of its Listing Information; makes no representation that it will continue to provide the Listing Information in its current form in the future; and reserves the right to modify its form, to change the manner in which it is provided. Ameritech shall



notify Licensee in writing of any such change not less than thirty (30) days prior to implementation.

- 2.3 Any source material containing Listing Information furnished by Ameritech hereunder, whether or not used by Licensee for the purpose stated herein, shall remain the property of Ameritech and Licensee shall, upon request from Ameritech, but in no event later than thirty (30) days following the termination of this Agreement as stated in Paragraph 6.5 herein, return or destroy such source material. For each listing provided as part of the Listing Information that is incorporated into Licensee's database, the Licensee must add a code that uniquely identifies the listings as originating from Ameritech. This code must be associated with each listing for the duration of the Agreement.
- 2.4 If Listing Information provided hereunder includes any listings or other information that is the property of a local exchange carrier other than Ameritech whether pursuant to release, by mistake or otherwise, Licensee must enter into a separate license agreement with such local exchange carrier if Licensee desires to use or publish any such listing or other information in a Licensee Directory. Upon Ameritech's request, Licensee shall furnish a copy of such license agreement to Ameritech.
- 2.5 The License granted herein shall be non-assignable and Licensee shall have no right to sub-license or permit any other publisher or person to use the Listing Information or any information extracted therefrom except for the purpose of assisting in the compilation, production, publication or distribution of the Licensee Directory identified in the particular Request. Specifically, the Listing Information cannot be used to market telecommunication products or services. Publishing a directory is, for the purpose of this Agreement, not considered a telecommunication product or service. Licensee shall take reasonable and prudent steps to prevent disclosure of the source material containing Listing Information at least equal to the steps taken by it to protect its own similar proprietary information, including adequate computer security measures to prevent unauthorized access to the Listing Information when contained in any data base. If the Listing Information is published in an electronic format, the Licensee must not facilitate record queries that result in responses of more than 15 listings.
- 2.6 Any "New Connects ", "Updates" or "Advanced Listing Orders" (as defined in Appendix B) requested by Licensee, whether provided daily, weekly, or monthly may be used to compile, publish, distribute or update a directory. In no event shall Licensee use, disclose or reproduce any Ameritech service order information or other information furnished hereunder or permit anyone but its duly authorized employees or agents to inspect or use the same, except for the purposes expressly provided herein. Specifically, Listing Information, New Connect, Updates or Advanced Listing Orders can not be used to market telecommunication service or products. Violation of Section 2.5 or Section 2.6 shall result in liquidated

damages due to Ameritech of \$250,000 and may result in termination of this Agreement.

### ARTICLE THREE - LICENSE FEE

- 3.0 Licensee agrees to pay Ameritech all applicable fees such as per listing charges, fees for additional services as specified in Section 3.2 and such state, municipal and federal taxes as may be applicable to such transactions (hereafter "Fees") for each submitted Request as are shown on Appendix B. Shipping fees shall be paid for by Licensee.
- 3.1 Fees due hereunder shall be invoiced fifty percent (50%) upon receipt of a Request and fifty percent (50%) upon shipment of the Listing Information. All Fees owed to Ameritech under this Agreement shall be paid by the Licensee within forty five (45) days of the invoice date. Fees not paid within forty five (45) days of the invoice date are subject to a late charge of twenty (20) dollars or 1 (one) percent of the total invoice, whichever is greater, for each thirty (30) day period beyond the initial forty five (45) day after the invoice date. Notwithstanding the above, Ameritech reserves the right to require receipt of payment in full for any Listing Information or Additional Services prior to scheduled shipment to Licensee.
- 3.2 Additional Services:
- (i) Photocomposition pages - Upon receipt of a Request ordering photocomposition pages, Ameritech shall provide Licensee with photocomposed pages of the requested Listing Information for Licensee's Directory. In addition to the Fees described in Section 3.0 herein, Licensee shall pay to Ameritech a processing charge as set forth in Appendix B for each photocomposed page provided to it.
  - (ii) Customization services - Customization and other special programming for non-standard extracts e.g. sorted by street address, as noted in Appendix B, or non-standard media are also available to Licensee, upon receipt of a Request by Licensee and upon approval by Ameritech. For each Request requiring special programming, Licensee shall pay to Ameritech a one time fee set forth in Appendix B in addition to the fees described in Section 3.0.

### ARTICLE FOUR - IDENTIFICATION

- 4.0 Licensee shall, to the extent legally permissible, include a proper copyright notice in its name in each Licensee Directory published by it and Licensee shall use its best efforts to protect and maintain the validity of said copyright. Nothing

contained in this Agreement shall restrict, impair or diminish the proprietary interest of Ameritech in any Ameritech Directory or the Listing Information furnished to the Licensee, and Ameritech shall continue to copyright directories published by it or on its behalf without regard to the prior publication and copyright of any Licensee Directory. Upon request by Ameritech, Licensee agrees to execute and deliver to Ameritech all assignments, documents and directories necessary to carry out the intent of this Paragraph; however, Licensee shall deliver to Ameritech one copy of each edition of the Licensee's Directory for which Listing Information has been provided by Ameritech. This copy shall be furnished without charge within ten (10) working days following the publication of Licensee's Directory. Ameritech further reserves the right to examine at reasonable times Licensee's security practices.

- 4.1 Licensee shall not make any representation to the public, prospective advertisers or others, express or implied, written or oral, which would give the impression that Licensee and/or any Licensee Directory is the same as, a part of, or associated with Ameritech or any Ameritech Directory; nor shall Licensee canvass for or publish any type of telephone directory in the name of Ameritech, or use, except as authorized herein, Listing Information or any Ameritech or any affiliated Ameritech Company advertising contained in Ameritech Directories.
- 4.2 Licensee shall not publish any Licensee Directory in such form as may tend to cause or create confusion or be identified with any Ameritech Directory, and further, Licensee agrees that its employees, agents and representative shall not use any advertisement, order form, billing invoice, stationery, promotional material or any other material or device which would tend to create or imply association with or sponsorship by Ameritech or any affiliated Ameritech Company.
- 4.3 Licensee shall not word the title of any Licensee Directory in any manner which would tend to indicate that it is an Ameritech Directory. Licensee shall use its own name or trade name (in full or in part) on the cover of each Licensee Directory and shall use a similar designation in all of its advertising, canvassing and billing for such Licensee Directory.
- 4.4 Licensee shall not reproduce or use in a classified portion (or in any other part) of any Licensee Directory, information or text which is proprietary to Ameritech or used by Ameritech or its affiliated companies in any Ameritech Directory, unless such matter was furnished to Licensee by the advertiser and owned by the advertiser.
- 4.5 Licensee agrees to print month and year of publication on the front cover or spine of each of its Directories and to publish the following statement on the masthead page of each Directory:

Ameritech's Telephone Subscriber Listings Are Included.

If Listing Information is published in an electronic format, Licensee will identify Ameritech as a data source on the applications credit page or, if there is no specific place where source information is credited, in another publicly available, noticeable area within the electronic directory.

#### ARTICLE FIVE - INDEMNITY/LIMITATION OF LIABILITY

- 5.0 Licensee shall defend, indemnify, and hold harmless Ameritech and its officers, employees, affiliates, agents, assigns, representatives and licensees from and against all loss, liability, damage and expense (including all costs and reasonable attorneys' fees) arising out of any demand, claim, suit or judgment by a third party related to Ameritech supplying or its failure to supply any listing or Listing Information hereunder, or related to any error, inclusion or omission in any Licensee Directory, regardless whether any such demand, claim or suit by such third party is brought jointly against the Licensee and Ameritech or against Ameritech alone.
- 5.1 Ameritech's responsibility for delivery of the Listing Information shall be discharged upon its delivery to Licensee's specified courier. If the Listing Information provided to Licensee by Ameritech is not that as stated in the Request, Ameritech shall, upon request, attempt to provide those listings identified in the particular Request without additional cost to Licensee. Such request must be made within thirty (30) calendar days of Licensee's receipt of the Listing Information and shall include the original Listing Information provided in error.
- 5.2 The lists and Listing Information are provided "AS IS"; Ameritech does not warrant or represent that any lists or Listing Information made available to Licensee pursuant to this Agreement are correct or complete; and, Licensee hereby releases Ameritech from any liability due to errors, inclusions or omissions in the lists or Listing Information provided hereunder; provided however Licensee shall be entitled to refund of the amount paid for any individual listing to the extent such listing is found to be inaccurate or incomplete.
- 5.3 THE REMEDY STATED IN PARAGRAPH 5.1 and 5.2 HEREOF SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PROVISION OF LISTS AND LISTING INFORMATION HEREUNDER, AMERITECH MAKES AND LICENSEE RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AMERITECH SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR



DIRECT, CONSEQUENTIAL EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### ARTICLE SIX - MISCELLANEOUS

- 6.0 Non-Exclusivity - Nothing in this Agreement or elsewhere shall give Licensee any exclusive right to the use of the Listing Information and Ameritech shall be free at any time to grant similar Licenses to others under the same or different terms and conditions as Ameritech in its sole discretion may determine.
- 6.1 Force Majeure - Performance by Ameritech shall be excused by reason of natural disaster, labor difficulty; civil disorder; acts of God; statute, ordinance or regulation hereinafter enacted, promulgated or entered by a court or government agency of competent jurisdiction; or by reason of any other cause beyond the reasonable control of Ameritech.
- 6.2 Survival of Obligations - The provisions of this Agreement that by their sense and context are intended to survive the termination of this Agreement shall so survive and continue in effect in accordance with their terms.
- 6.3 Governing Law - The validity, construction and enforceability of this Agreement shall be governed by the laws and regulations of the State of Illinois.
- 6.4 Severability - In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
- 6.5 Term and Termination
  - (i) This Agreement shall commence as of the date noted in the introductory paragraph of this Agreement, and shall continue for a period of 24 months (the "Initial Term"). This Agreement shall be automatically renewed after the Initial Term and shall continue in full force and effect until terminated in writing by either party ninety (90) days in advance of the expiration of the initial term. Subsequent to the initial term, this Agreement may be terminated by either party with one hundred eighty (180) days written notice. After the Initial Term, any Fees, terms and conditions of this Agreement may be changed by Ameritech upon one hundred eighty (180) days prior written notice to Licensee before the change is implemented.
  - (ii) If, however, Licensee violates any material provisions of this Agreement, Ameritech may immediately terminate this Agreement without notice thereof to Licensee, and seek injunctive relief and all damages and other